

310181

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that BURLINGTON NORTHERN RAILROAD COMPANY (formerly named Burlington Northern Inc.) a Delaware corporation, of 3300 Continental Plaza, 777 Main Street, Fort Worth, Texas 76102, Grantor, for Five Hundred and No/100 Dollars (\$500.00) to it paid by WISCONSIN DEPARTMENT OF TRANSPORTATION, Division of Highways and Transportation Services, Grantee, and the promises of the Grantee hereinafter specified, does hereby remise, release and quitclaim unto the Grantee, subject to the terms and conditions hereinafter set forth, an EASEMENT for construction and maintenance of Blackhawk Park Access Road, hereinafter called Roadway, and for no other purpose, over, upon and across the following described premises, situated in Vernon County, State of Wisconsin, to-wit:

A parcel of land in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 12 North, Range 7 West presently laid out and used as Railroad right-of-way by the Burlington Northern Railroad Company lying within the following described traverse:

Commence at the Southeast corner of Section 4, Township 11 North, Range 7 West; thence North 18°16'25" West 6,145.35 feet to a point on the East right-of-way line of said Railroad and the Point of Beginning; thence South 80°20'27" West 150.13 feet to a point on the West right-of-way line of said Railroad; thence North 5°6'33" West 101.04 feet along said West right-of-way line; thence North 80°44'14" East 150.05 feet to a point on said East right-of-way line; thence South 5°6'33" East 100.0 feet along said East right-of-way line to the Point of Beginning.

Said parcel contains 0.32 acre, more or less.

RESERVING, however, unto the Grantor, its successors and assigns, the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the land hereinbefore described, including the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for Roadway purposes.

The foregoing easement is made subject to and upon the following express conditions:

1. The Grantor also hereby grants to the Grantee the right to preserve, protect, and remove any vegetation existing on the above described premises and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify said Roadway.
2. To existing interests in the above-described premises to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.
3. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of said Roadway shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing.
4. The Grantee shall bear the cost of removal, relocation or reconstruction of any and all right-of-way fences, telephone or telegraph poles, or other facilities, the removal, relocation or reconstruction of which may be made necessary by reason of the use of said premises for said Roadway purposes.
5. The Grantee shall, at its own cost and expense, make adjustment with industries or other lessees of Grantor for buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the construction and maintenance of said Roadway on said premises.

ID 5162-04-21/50

Parcel 4

6. This instrument is granted according to the terms and conditions of that certain Agreement between the Grantor and the Grantee dated March 7, 1985 and approved by the Governor of Wisconsin on May 8, 1985 and made subject to the terms and conditions contained therein.

7. If said described premises, or any part thereof, shall at any time cease to be used by said Grantee, or by the public, for the purpose, as aforesaid, or should they be converted to any other use whatsoever, then and in any such event, all the right, title, interest, benefits and enjoyment of said Grantee, or of the public, in and to said premises, for any purpose whatsoever, shall immediately cease and determine, and the said Grantor, its successors and assigns, may, at its or their option, re-enter, retake and hold said described lands and premises as of the present estate of said Grantor without compensation to said Grantee, the public, or any other person whomsoever, for improvements or property removed, taken or destroyed, or liability for loss of, or damage to any premises or the improvements thereon abutting on said easement area or any part thereof.

The Grantor does not warrant its title to said premises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding rights or interest of others, including the tenants and licensees of the Grantor.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee for public use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereunto affixed, and these presents to be executed by duly authorized officers this 28th day of May, 19 87.

STATE OF WISCONSIN }
Department of State } ss.
Received this 13th day of July A. D. 19 87 at -
o'clock - M. and recorded in Vol. 54 of RRM

ACCEPTED: on page 630-631
WISCONSIN DEPARTMENT OF TRANSPORTATION
Division of Highways and Transportation Services

BURLINGTON NORTHERN RAILROAD COMPANY

BY H. D. Shane
DIRECTOR, PROPERTY MANAGEMENT
ATTEST: J. T. Hanks
BY J. T. Hanks
Assistant Secretary

BY M. Schaffer JUN 11 1987
Title: Administrator
STATE OF TEXAS }
COUNTY OF TARRANT } ss.

Register's Office }
Vernon Co. Wis. } ss.
Rec'd for record 3 day of July
19 87 at 10:10 o'clock PM
and Recorded in Vol. 313 Page 274
Dora J. Nelson
Register of Deeds

On this 28th day of May, 19 87, before me personally came H. D. Shane, DIRECTOR, PROPERTY MANAGEMENT, and J. T. Hanks, Assistant Secretary of the above named corporation, Burlington Northern Railroad Company, who are to me known to be such DIRECTOR, PROPERTY MANAGEMENT and Assistant Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers and as the free act and deed of said corporation.

Madylene Andrews
Notary Public.

This instrument was drafted by
Gary J. Greshowak, Property Management Department
Burlington Northern Railroad Company
777 Main Street, 3300 Continental Plaza
Fort Worth, Texas 76102



Madylene Andrews
Notary Public State of Texas
Commission Expires 1-04-89

BN 8805
ESMTS 3

Due 69. Dept. Transp.
3550 Norman Coulter Blvd
PO Box 337
McCombs, Wis 54601